

WAUKESHA COUNTY SPECIFICATIONS
GENERAL TERMS AND CONDITIONS

NOTE: BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. REQUESTS RECEIVED AFTER THAT TIME **WILL NOT** BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE. **AMENDMENTS WILL BE POSTED TO THE WAUKESHA COUNTY PURCHASING WEBSITE (www.waukeshacounty.gov).** BIDDERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE AMENDMENTS, ETC., PRIOR TO THE OPENING DATE. ALL AMENDMENTS MUST BE RETURNED PRIOR TO THE OPENING DATE AS SPECIFIED IN THE AMENDMENT. BIDDERS WHO DO NOT RETURN THE AMENDMENTS MAY HAVE THEIR BIDS REJECTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT THE BUYER LISTED FOR A HARD COPY.

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE BID AND/OR SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

General: It is the intent of this specification to describe the minimum requirements for items to be purchased for Waukesha County. All items, details of construction, services or features not specifically mentioned, which are regularly furnished in order to provide these items shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this specification.

Award Authority: The Waukesha County Purchasing Division will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder. The County's preference is to award the bid in the aggregate, however, we reserve the right to award by item or group like items together and award to the lowest responsible, responsive bidder who complies with the specifications and can meet the delivery requirements.

State Sales Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin State Taxes, as the County is exempt from payment of such taxes. State Statute No. 77.54(9a).

Safety Requirements: Equipment bid on shall meet all applicable safety requirements of the Wisconsin Industrial Commission and OSHA.

Delivery/Price: Price is to include delivery, FOB destination, to the location listed in the bid and include assembly/installation as applicable and removal of all debris.

Brand Names: References: If articles have been identified in the bid by a Brand Name and model number, such reference is intended to be descriptive but not restrictive. It is for the sole purpose of indicating to the prospective bidders a description of articles that will be satisfactory. Other items of equal quality may be considered. Samples and/or demonstrations may be required.

Substitutions: Unless the bidder clearly indicates in his bid that he is offering a different article, his bid shall be considered as an offering of the brand name article.

Descriptive Literature: Bidder shall attach manufacturer's current literature and specifications covering the latest year model of the items on which he is bidding and which shall specifically and clearly indicate coverage of all items shown in the specifications. If the manufacturer's literature does not clearly reflect these items, the bidder shall attach certification from the manufacturer verifying compliance with the bid specifications. Failure to provide this information may result in bid rejection.

Warranty: The seller and/or manufacturer warrants that the goods sold hereunder will be of merchantable quality, will conform to applicable specifications, be free from defects in material and workmanship and will be fit for the particular purpose intended. Under this provision, the seller and/or manufacturer agrees to repair or replace within seven working days any part, feature or product found to be defective during the warranty period at no cost to the County.

WARRANTY WILL NOT COMMENCE UNTIL AFTER EQUIPMENT HAS BEEN ACCEPTED.
Acceptance is defined as acceptance by the County after its authorized agent has found it to be in compliance with the specifications. Acceptance will be determined within five days after receipt.

Patent Infringement: If applicable, bidders must warrant that the equipment bid does not constitute an infringement or other violation of any copyright, trade secret, trademark or patent of any third party. Bidder further agrees to indemnify and shall hold harmless the County against all liability to third parties arising from the violation of any third party's trade secrets, proprietary information, trademark, copyright or patent rights in connection with the sale of the equipment.

Payment: Payment will be made within thirty days after acceptance and receipt of a properly documented invoice. Note: Invoice must be sent to the location specified on the purchase order to avoid delays in payment.

New Equipment: Equipment shall be new and unused. Equipment classified as demonstrators, prototype or discontinued are not acceptable. The equipment shall be the latest model offered and must be tried, proven, and in current use.

Technical Requirements: As specified in this specification.